



RESOURCE LIABILITY CHANGES TO COVER

This Changes to Cover Comparison looks at the key improvements to our Resource Liability Policy offering. The DUAL Australia Resource Liability Wording 01.24 has replaced the DUAL Australia General Liability Wording 11.20 for resource risks/sector, offering simplified coverage. There are some Extensions contained in this policy wording that may not be offered to certain professions or occupations. Please refer to the policy schedule, policy wording and quotation documents for further information.

Resource Liability	DUAL Australia General Liability Wording 11.20	DUAL Australia Resource Liability Wording 01.24	Comments
Important Notices			
This section contains important information relating to the policy , and includes information about Your Duty of Disclosure, Notification of Circumstances, our Privacy Policy, the General Insurance Code of Practice, and our Complaints Procedures.			Clarification: Our address details have been updated.
Preamble			
	Section 1.1	Section 1.1	Clarification: The Preamble sets out the connection between coverage, the insurance period and payment of the premium subject to the policy and the indemnity limit .
Insuring Clauses			
Liability	Insuring Clause 2.1 & Automatic Extension 3.1	Insuring Clause 2.1	Clarification: Compensation for legal liability is payable if the personal injury, property damage and/or advertising liability happens during the insurance period within the territorial limits .
Defence Costs and Supplementary Payments	Insuring Clause 2.2	Insuring Clause 2.2	Enhancement: Defence costs and supplementary payments are listed, are in excess of the indemnity limit (excluding North America).
Limits of Liability and Deductible	General Condition 8.11 & 8.12	Insuring Clause 2.3 & 2.4	Clarification: The applicable indemnity limit will not be reduced by any applicable deductible payable by the insured. However, in respect of any sub-limited items, the sub-limit shall be additional to any applicable deductible . Coverage costs are payable by us not the insured .
Automatic Extensions			
Preamble	Preamble	Preamble	Clarification: Simpler language used. Extensions are subject to the terms and conditions of the policy as a whole.

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Attendance at Investigations	Automatic Extension 3.2 - Sub-limit \$100,000	Automatic Extension 3.1 - Sub-limit \$100,000	
Claims Preparation Costs	Not included	Automatic Extension 3.2 - Sub-limit \$25,000	Enhancement: Reasonable costs and expenses now covered for preparing a claim under the policy (with limit shown in schedule). This inclusion to the policy does not mean the claim that is submitted will be covered by the policy .
Hot Work	Optional Extension 4.2 - Sub-limit \$250,000	Automatic Extension 3.3 - Sub-limit Indemnity Limit	Enhancement: Now included as an Automatic Extension, previously applying via Optional Extension. Increased to the full indemnity limit .
Panel Counsel	Automatic Extension 3.9	Automatic Extension 3.4	
Optional Extensions Note: Optional Extensions are subject to underwriting criteria and additional premium. Refer to the policy wording for terms and conditions of coverage.			
Preamble	Preamble	Preamble	Clarification: Simpler language used. Extensions are optional and must be specifically included in the policy schedule . These extensions are subject to the terms and conditions of the policy as a whole.
Goods on Hook	Optional Extension 4.1	Optional Extension 4.1	
Rectification of Faulty Workmanship (Machinery)	Optional Extension 4.4	Optional Extension 4.2	Clarification & Enhancement: The wording clarifies and enhances the optional cover for liability for rectifying faulty workmanship related solely to maintenance of machinery owned by a third party. Cover is limited to wholesale costs of parts up to maximum \$25,000 per occurrence and up to \$50,000 in the aggregate. Additional excess of \$1,000 applicable.
Underground Services	Optional Extension 4.6	Optional Extension 4.3	Clarification & Enhancement: The wording clarifies and enhances the optional cover for personal injury and property damage arising from damage to underground services. Insured required to undertake reasonable enquiries with authorities and owners.
Vibration and Removal of Support	Optional Extension 4.7	Optional Extension 4.4	

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Exclusions			
Note: both New and Amended Exclusions are described in this comparison. For further information about New and Amended Exclusions, please refer to the Policy Wording.			
Advertising Liability	Not included	Exclusion 5.1	Amendment: New exclusion for advertising liability on account of the extended coverage provided by the policy for advertising liability . Excludes advertising liability connected with false statements, contractual obligations, product descriptions, advertised price, product characteristics or advertising services.
Aircraft, Hovercraft or Watercraft	Not included	Exclusion 5.2	Amendment: New exclusion included on account of extended coverage, exclusion extends to operation, ownership, possession or use of aircraft, hovercraft and 10+m watercraft . Write back for watercraft operated by independent contractor and watercraft/hovercraft used by insured for business entertainment.
Aircraft Products	Exclusion 5.1	Exclusion 5.3	
Asbestos	Exclusion 5.2	Exclusion 5.4	Clarification: Toxic mould is now a separate exclusion.
Breach of Professional Duty	Exclusion 5.24	Exclusion 5.5	Amendment: Now includes both actual and alleged liability for breach of a professional duty by the insured or those the insured may be legally liable for. Write back available for advice/service given without fee or monetary reward or medical service.
Communicable Disease	Endorsement	Exclusion 5.6	Clarification: Previously applying via endorsement.
Contractual Liability	Exclusion 5.4	Exclusion 5.7	Clarification & Enhancement: Now excludes actual or alleged contractual liability where the insured has agreed to effect insurance or assume liability regardless of fault. Write back for incidental contracts or implied liabilities.
Cyber Act, Cyber Incident, Data Loss	Endorsement	Exclusion 5.8	Clarification: Previously applying via endorsement. Excludes cyber acts or cyber incidents and any loss of data .
Damage to Products	Exclusion 5.13 (Previously 'Insured's Products')	Exclusion 5.9	Clarification: Excludes property damage directly attributable to a fault or defect in the insured's products .
Defamation	Exclusion 5.5	Exclusion 5.10	Clarification: Excludes statements prior to commencement of policy period, that are knowingly false or where the insured is recklessly indifferent as to their truth.

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Employers' Liability	Exclusion 5.22 (Previously 'Personal Injury to Employees')	Exclusion 5.11	Clarification & Enhancement: Write back for when insured not otherwise covered for its liability as employer. The terms employment practices, worker and bodily injury are now defined terms for this exclusion. Specific reference/writeback for contractually assumed liabilities of policyholder .
Faulty Workmanship	Exclusion 5.6 (Previously 'Defective Materials, Design and Workmanship')	Exclusion 5.12	Clarification & Enhancement: Exclusion now limited to only the cost of faulty workmanship.
Fines, Penalties, Punitive, Exemplary or Aggravated Damages	Exclusion 5.10 (Previously 'Fines, Penalties and Refund of Fees')	Exclusion 5.13	Clarification: Liquidated damages exclusion has been separated.
Goods on Hook	Exclusion 5.11	Exclusion 5.14	
Hot Work	Exclusion 5.12	Exclusion 5.15	
Liquidated Damages	Exclusion 5.10 (Previously 'Fines, Penalties and Refund of Fees')	Exclusion 5.16	Clarification: Now a separate exclusion with a write back to the extent the liability would have attached in any event.
Loss of Use	Exclusion 5.15	Exclusion 5.17	Clarification & Enhancement: Includes a writeback for other tangible property after the insured's products have been used by another.
North American Countries	Exclusion 5.18 & Automatic Extension 3.13	Exclusion 5.18	Clarification: Write back of exclusion for certain temporary visitors in specific circumstances was previously available under the Automatic Extensions.
Nuclear/Radioactivity	Exclusion 5.20	Exclusion 5.19	Clarification & Enhancement: Exclusion substantially similar but now includes a writeback for some radioactivity for specific incidental purposes and away from place of production.
Offshore Gas or Oil Platforms	Exclusion 5.21	Exclusion 5.20	
Oil and Gas	Endorsement	Exclusion 5.21	Clarification: Previously applying via endorsement.
Pollution	Exclusion 5.23 & Automatic Extension 4.5	Exclusion 5.22	Clarification: Writeback for liability where the event was sudden, identifiable, unintended and unexpected from the standpoint of the insured has moved from the Automatic Extensions to the exclusion. Liability may only be incurred under the writeback anywhere other than North America.

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Product Guarantee	Exclusions 5.4(b)	Exclusion 5.23	Enhancement: Writeback for product safety/information required under federal or state legislation.
Product Recall	Exclusion 5.30 (Previously 'Withdrawal or Repair of Products')	Exclusion 5.24	Clarification: Exclusion covers liability for damages, costs and expenses and no longer includes references to government or statutory requirements
Property in your care, custody or control	Exclusion 5.25 (Previously 'Property Owned')	Exclusion 5.25	Clarification and Enhancement: Focus on ownership, care, custody and control of a property. Now an extensive writeback including for personal property, leased premises and vehicles. Sub limit of \$250K for (v) or as shown in the schedule .
Sanctions	Endorsement	Exclusion 5.26	Clarification: Previously applying via endorsement.
Sexual Abuse/Molestation	Exclusion 5.17 (Previously 'Molestation')	Exclusion 5.27	Amendment: Abuse exclusion more comprehensive and relates to claims and defence costs with actual, alleged or attempted physical, sexual or psychological assault.
Silica	Not included	Exclusion 5.28	New Exclusion: Excludes liability for silica and silica-related dust.
Tailings Storage Facility	Endorsement	Exclusion 5.29	Clarification: Previously applying via endorsement.
Terrorism	Exclusion 5.29	Exclusion 5.30	Clarification: Act of terrorism now a defined term. Also see General Condition 8.22.
Tobacco	Not included	Exclusion 5.31	New Exclusion: Excludes personal injury for tobacco including e-cigarettes.
Toxic Mould	Exclusion 5.2	Exclusion 5.32	Clarification: Now a separate exclusion (and not with asbestos).
Underground Services	Exclusion 5.26	Exclusion 5.33	Clarification: Now specifies the applicable services.
Vehicles	Exclusion 5.27	Exclusion 5.34	Clarification & Enhancement: Removal of words repair, operation, control or maintenance of vehicles from the exclusion. Write back including tool of trade, unloading, delivery, uninsured vehicles, mechanical plant, vibration, weight or load of vehicle.
Vibration and Removal of Support	Exclusion 5.28	Exclusion 5.35	
War	Exclusion 5.29	Exclusion 5.36	Clarification: Now a separate exclusion (and not with terrorism).

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Definitions			
Note: both New and Amended Definitions are described in this comparison. For further information about New Definitions, please refer to the Policy Wording.			
Act of Terrorism	Not included	Definitions Clause 6.1	Clarification: Now a defined term. Relevant for Exclusion 5.30.
Advertising Liability	Definitions Clause 6.2	Definitions Clause 6.2	Enhancement: Substantially similar but now includes reference to <i>Competition and Consumer Act 2010</i> (Cth), or similar legislation.
Aircraft	Definitions Clause 6.3	Definitions Clause 6.3	Clarification: Substantially similar, now specifically excludes model aircraft and unmanned inflatable balloons used for advertising or promotional purposes.
Business	Definitions Clause 6.4	Definitions Clause 6.4	Clarification & Enhancement: Now includes private work undertaken by specific people of the insured .
Communicable Disease	Endorsement	Definitions Clause 6.5	Clarification: Previously applying via endorsement.
Computer System	Endorsement	Definitions Clause 6.6	Clarification: Previously applying via endorsement.
Cyber Act	Endorsement	Definitions Clause 6.7	Clarification: Previously applying via endorsement.
Cyber Incident	Endorsement	Definitions Clause 6.8	Clarification: Previously applying via endorsement.
Compensation	Definitions Clause 6.6	Definitions Clause 6.9	Clarification & Enhancement: Replaces the term "damages" and now more expansive definition.
Data	Endorsement	Definitions Clause 6.10	Clarification: Previously applying via endorsement.
Deductible	Definitions Clause 6.7	Definitions Clause 6.11	
Employment practices	Not previously specifically defined (but included within Exclusion 5.22(c))	Definitions Clause 6.12	Clarification: Now a defined term and includes word "harassment".
General liability	Not included	Definitions Clause 6.13	Clarification: Now a defined term. To be read in conjunction with Insuring Clauses and other defined terms
Hot work	Definitions Clause 6.11	Definitions Clause 6.14	
Hovercraft	Not included	Definitions Clause 6.15	Clarification: Now a defined term. Relevant to Exclusion Clause 5.2
Incidental Contract(s)	Not included	Definitions Clause 6.16	Clarification: Now a defined term. Relevant to write back in Exclusion Clause 5.7

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Indemnity Limit	Definitions Clause 6.12	Definitions Clause 6.17	
Insurance Period	Definitions Clause 6.13	Definitions Clause 6.18	
Insured	Definitions Clause 6.14. Cover for estates and Joint Ventures, principals previously applying under Automatic Extensions 3.6, 3.7 and 3.10 respectively.	Definitions Clause 6.19	Enhancement: Definition of insured expanded to subsidiaries, certain individuals with specific roles/ relationships with insured whilst acting within the scope of their duties and entities where there is an obligation to procure insurance. Removal of vicarious liability for principals .
Investigation	Definitions Clause 6.16	Definitions Clause 6.20	
Investigation Costs	Definitions Clause 6.17	Definitions Clause 6.21	
Medical Persons	Definitions Clause 6.18	Definitions Clause 6.22	Clarification: non exclusive definition for simplicity and clarity.
North American Countries	Definitions Clause 6.20	Definitions Clause 6.23	
Occurrence	Definitions Clause 6.21	Definitions Clause 6.24	Clarification: All advertising liability arising out of the same injurious material or act (regardless of the frequency or repetition thereof, the number and kind of media used, or the number of claimants) shall be deemed to be one occurrence .
Personal Injury	Definitions Clause 6.23	Definitions Clause 6.25	Enhancement: Substantially similar but includes defamation of character and reworded for simplicity and clarity around deeming for latent disease.
Policy	Definitions Clause 6.24	Definitions Clause 6.26	
Policyholder	Definitions Clause 6.25	Definitions Clause 6.27	Clarification: Subsidiary now included in definition of insured under definition 6.19.
Pollutants	Definitions Clause 6.26	Definitions Clause 6.28	
Principal	Definitions Clause 6.28	Definitions Clause 6.29	Enhancement: Removal of requirement for contract. Expanded and simpler definition of principal .
Products	Definitions Clause 6.15	Definitions Clause 6.30	Enhancement: Definition of products expanded with non-inclusive exclusions.
Products liability	Not included	Definitions Clause 6.31	Clarification: Now a defined term. To be read in conjunction with Insuring Clauses and other defined terms

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Property damage	Definitions Clause 6.27	Definitions Clause 6.32	Amendment: Removal of trespass, nuisance and wrongful interference. Removal of deeming provision where there is no agreement between insurer and insured as to when property damage happened.
Schedule	Definitions Clause 6.30	Definitions Clause 6.33	
Silica	Not included	Definitions Clause 6.34	Clarification: Now a defined term. Relevant to Exclusion Clause 5.28
Silica-related dust	Not included	Definitions Clause 6.35	Clarification: Now a defined term. Relevant to Exclusion Clause 5.28
Tailings storage facility	Not included	Definitions Clause 6.36	Clarification: Now a defined term. Relevant to Exclusion 5.29
Territorial Limits	Definitions Clause 6.32	Definitions Clause 6.37	Clarification: Reworded for simplicity and clarity. Specific reference to exclusions in and involving North America. Now extends to overseas business trips by Insured's personnel.
Tool of trade	Not included	Definitions Clause 6.38	Clarification: Now a defined term. Relevant to writeback in Vehicle Exclusion 5.34.
Vehicle	Definitions Clause 6.33	Definitions Clause 6.39	Clarification: This defined term clarifies and includes any type of machine other than manual or animal power and any trailer. It has been re-worded for clarity.
Watercraft	Definitions Clause 6.34	Definitions Clause 6.40	Clarification: Addition that model boats are not watercrafts .
We/us/our	Definitions Clause 6.35	Definitions Clause 6.41	
Worksite	Not included	Definitions Clause 6.42	Clarification: Now a defined term. Relevant to Exclusion 5.34 (writeback).
Claims Conditions			
Notification of Occurrence, Claim or Suit	Claims Condition 7.1	Claims Conditions 7.1	
Your Duties in the Event of an Occurrence, Claim or Suit	Claims Condition 7.2	Claims Conditions 7.2	Clarification: Obligation on insured to preserve things that may assist in claim process and advise of other insurances.
Our Rights Regarding Claims	Claims Condition 7.4 and 7.5	Claims Conditions 7.3	Clarification: This sets our rights regarding claims including discretion of proceedings/claims and keeping insured updated. Also sets out obligation on insured to assist with defence of a claim.

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General Conditions			
Adjustment of Premium	Not included	General Conditions 8.1	Clarification: Applicable if premium calculated on estimated figures.
Alteration of Risk	General Conditions 8.3	General Conditions 8.2	Clarification: Simpler wording. Updated to specify obligation on insured to notify insurer of changes.
Assignment	General Conditions 8.4	General Conditions 8.3	
Bankruptcy or Insolvency	General Conditions 8.3	General Conditions 8.4	Clarification & Enhancement: Reworded for simplicity and clarity and confirms we will not be relieved of any obligation to pay any claims under the policy if the insured becomes bankrupt or insolvent.
Breach of Condition or Warranty	Not included	General Conditions 8.5	Enhancement: Specifies insured's rights under the policy won't be prejudiced by unintentional and inadvertent conduct in certain instances.
Cancellation of this Policy	General Conditions 8.5	General Conditions 8.6	Clarification & Enhancement: There is no longer a minimum 14 day written notice of cancellation by the insured . Insurer's right to cancel policy restricted to provisions in <i>Insurance Contracts Act 1984</i> . Minimum 25% of full annual premium retained and prorata remaining annual premium.
Confidentiality	General Conditions 8.7	General Conditions 8.7	
Cross Liability	Automatic Extension 3.5	General Conditions 8.8	Clarification: moved to General Conditions instead of Automatic Extension.
Currency	General Conditions 8.16	General Conditions 8.9	Clarification: re-worded for clarity.
Governing Law	General Conditions 8.10	General Conditions 8.10	Clarification: re-worded for clarity.
Good and Services Tax	General Conditions 8.2	General Conditions 8.11	Clarification: re-worded for clarity.
Inspection and Audit	Not included	General Conditions 8.12	Clarification: We have permission to inspect premises, operations and books of the insured .
Interpretation	General Conditions 8.18	General Conditions 8.13	Clarification: re-worded for clarity.
Jurisdictional Limitation	General Conditions 8.9	General Conditions 8.14	Clarification: re-worded for clarity.
Non-imputation	General Conditions 8.13	General Conditions 8.15	Clarification: This general condition has been reworded for simplicity and clarity.

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Other Insurance	General Conditions 8.15	General Conditions 8.16	Clarification: This general condition is substantially similar and has been reworded for simplicity and clarity. Application of policy as excess insurance limited by provisions of <i>Insurance Contracts Act</i> .
Premium Funders	Not included	General Conditions 8.17	Clarification: New policy condition relevant where premium funded by premium funding company.
Reasonable Precautions	General Conditions 8.19	General Conditions 8.18	Clarification & Enhancement: Removal of specific requirement to trace, recall or modify defective products.
Release	Not included	General Conditions 8.19	Enhancement: Relevant where insured has contractual obligation to release certain entities
Several Liability of Underwriters	General Conditions 8.6	General Conditions 8.20	
Subrogation and Recoveries	General Conditions 8.1	General Conditions 8.21	Enhancement: Substantially similar but now includes additional waiver of subrogation against majority stockholders, and entities owned or controlled by the insured that are not insured by another insurance policy.
Terrorism Insurance Act Notice	Not included	General Conditions 8.22	Enhancement: New policy condition relevant to eligible terrorism loss under applicable legislation.